



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

ADOPTED

Community Development Commission

March 06, 2012

3-D March 6, 2012

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

APPROVE CONSTRUCTION CONTRACT FOR THE PICO RIVERA LIBRARY (DISTRICT 1) (3 VOTE)

SUBJECT

This letter recommends approval of a Construction Contract with P.W. Construction Inc., for the construction of a new Public Library at 9001 Mines Avenue in the City of Pico Rivera.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the attached Environment Assessment/Mitigated Negative Declaration for the Pico Rivera project together with any comments received during the public review process, and find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.
2. Adopt the mitigation monitoring and reporting program, finding that the mitigation monitoring and reporting plan is adequately designed to ensure compliance with the mitigation measures during project implementation, and find on the basis of the whole record before your Board that there is no substantial evidence that the project will have a significant effect on the environment.
3. Adopt the Environmental Assessment/Mitigated Negative Declaration prepared pursuant to the requirements of the California Environmental Quality Act for the construction of the library project at 9001 Mines Avenue in the City of Pico Rivera.
4. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate the attached Construction Contract and all related documents with P.W. Construction, Inc., for the Pico Rivera Library Project, using up to \$7,924,000 to be split equally from

First Supervisorial District Project and Facilities Development funds and the City of Pico Rivera bond funds included in the Community Development Commission's (Commission) approved Fiscal Year 2011-2012 budget.

5. Authorize the Executive Director or his designee to approve Contract change orders not to exceed \$792,400 for unforeseen project costs, using the same source of funds.
6. Approve the project and adopt the plans and specifications that are on file with the Commission's Construction Management Division for construction of the Pico Rivera Library.
7. Authorize the Executive Director or his designee to approve and accept the project at completion on behalf of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The award of the Contract will allow for the construction of an up to 16,000 square foot library located at 9001 Mines Avenue in Pico Rivera. Upon completion, this library will replace the approximately 7,700 square foot existing library and will provide much needed enhanced service to the local community. The Commission is overseeing the development and construction of this project on behalf of the City and County.

FISCAL IMPACT/FINANCING

On June 20, 2005 and June 22, 2009, the Board of Supervisors approved funding in the amounts of \$1,350,000 and \$6,650,000, respectively, for the new Pico Rivera Library. These funds were subsequently transferred to the Commission.

Under a 2009 bond issue, the City of Pico Rivera raised \$8,000,000 in funds for this project. On February 2, 2010 and July 20, 2010, the Board of Commissioners accepted \$250,000 and \$7,750,000 of these funds, respectively, into the Commission's budget.

The Commission has received a total of \$16,000,000 in funding for the planning, design, development and construction activities associated with building the Pico Rivera Library project.

The construction contract will be funded with up to \$7,924,000 to be split equally between First District funds and City of Pico Rivera funds. These funds have been included in the Commission's Approved Fiscal Year 2011-2012 budget and will be carried over into the proposed Fiscal Year 2012-2013 budget.

A 10% contingency, in the amount of \$792,400, is being set aside for unforeseen project costs using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Commission entered into a contract with Carde Ten Architects on June 1, 2006 to design the Library project.

The site is currently occupied by an existing approximately 7,700 square foot Public Library. The underlying land is owned by the County of Los Angeles. The existing Library will be closed and demolished in order to construct the 16,000 square foot new Library building.

The recommended construction contract award to P.W. Construction Inc., the lowest responsive, responsible bidder, is in accordance with the California Public Contract Code.

Should P.W. Construction, Inc. require additional or replacement personnel during the term of the Contract, P.W. Construction, Inc. will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualification for the open positions. P.W. Construction will contact the County's GAIN/GROW Division for a list of participants by job category.

It is anticipated that the construction project will be completed within 460 days following the required commencement date identified in the Notice to Proceed. The Commission will act on behalf of the County of Los Angeles, the owner of the project, to approve and accept the project from P.W. Construction upon completion.

ENVIRONMENTAL DOCUMENTATION

Consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Article 14, Section 15221, notice was provided to the public that an Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. The Environmental Assessment/Mitigated Negative Declaration (EA/MND) was circulated for public review as required by state law, and the EA/MND, in conjunction with the Mitigation Monitoring and Reporting Plan, meets the requirements of CEQA.

Prior to the release of the EA/MND, revisions in the project were made or agreed to which would avoid significant effects or mitigate the effects to a point where clearly no significant effects would occur. The EA/MND concludes that there is no substantial evidence in light of the whole record before the Commission that the project as revised may have a significant effect on the environment.

Public Notice was published in the Los Angeles Daily News on May 22, 2010, pursuant to Public Resources Code Section 21092.3. Two comments were received. One comment, received from the Los Angeles County Department of Parks and Recreation, indicated that the project will not affect facilities under their jurisdiction. The other comment, received from the City of Pico Rivera Community and Economic Development Department, did not ask for changes in the EA/MND but asked that the construction contractor be aware of and mitigate typical construction impacts.

The documents and other materials related to this matter are located at the Los Angeles County Community Development Commission at 2 Coral Circle in Monterey Park. The custodian of these documents and materials is Donald Dean, Environmental Officer for the Community Development Commission.

The project is not exempt from payment of a fee to the California Department of Fish and Game pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Game. Upon your Boards' adoption of the MND, the Commission will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing and processing fees with the County Clerk in the amount of \$2,101.50.

CONTRACTING PROCESS

On November 9, 2011, the Commission initiated an outreach to identify a contractor to complete the work at the subject property. The Notice to Bidders was electronically mailed to 941 contractors identified from the Commission's vendor list. Advertisements also appeared in 9 newspapers, and on the County website. The solicitation package was downloaded 116 times.

On December 21, 2011, 9 bids were received and formally opened. The lowest bidder, Woodcliff Corporation, did not respond to all of the mandatory acknowledgements for the project and therefore determined a non-responsive bidder. The second lowest bidder, P.W. Construction, Inc. was determined to be the lowest responsive and responsible bidder and is being recommended for the award of the Contract.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Contract will allow for the construction of the Pico Rivera Library which will provide expanded educational services to residents of the City of Pico Rivera and neighboring unincorporated Los Angeles County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:by

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Construction Contract to complete the construction of the new 16,000 square foot Library and associated site work, including parking and landscape, located at 9001 Mines Avenue, Pico Rivera, 90660.

On November 9, 2011, the following outreach was initiated to identify a contractor to complete construction of the new approximately 16,000 square foot Library and associated site work, including parking and landscape, located at 9001 Mines Avenue, Pico Rivera, 90660.

A. Newspaper Advertising

Announcements appeared in the following local newspapers:

La Opinion

Eastside Sun

Daily News Los Angeles

Los Angeles Sentinel

Southwest Wave

Montebello News

Downey Herald American

Lynwood Press Wave

Huntington Park Bulletin

Dodge Construction News/Green Sheet

An announcement was also posted on the Commission and County Web Sites.

B. Distribution of Bid Packages

The Commission's vendor list was used to mail electronically a Notice to Bidders to 868 vendors. The solicitation package was downloaded 116 times.

C. Pre-Bid Conference and Site Walk

On November 18, 2011, a mandatory pre-bid conference and site walk was conducted. Seventy-two firms were in attendance.

D. Bid Results

On December 21, 2011, a total of nine bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Bid Amount</u>
Woodcliff Corporation*	\$7,713,325.00
P.W Construction, Inc.	\$7,924,000.00
Novus Construction	\$7,996,646.00
Sinanian Development Inc.	\$8,527,000.00
Ford E.C. Inc.	\$8,794,725.00
AWI Builders Inc.	\$8,799,000.00
Morillo Construction	\$8,863,342.00
Royal Construction	\$8,998,000.00
R.J. Dawn Construction Co.	\$9,357,000.00
<i>Architects estimate</i>	<i>\$8,503,913.00</i>

Woodcliff Construction*: A review of the bid determined that Woodcliff Construction, the lowest bidder, failed to provide all mandatory attestations required in the bid. Woodcliff Corporation was deemed non-responsive. The second lowest bidder, P.W. Construction, was determined to be the lowest responsive and responsible bidder and is being recommended for the award of the Contract.

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
P.W. Construction	Non-Minority	Total: 50 22 minorities 2 women 44% minorities 4% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women.

The recommended award of the contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: Pico Rivera Library Project
Location: 9001 Mines Avenue, Pico Rivera, CA 90660
Bid Number: CDC-11-158
Bid Date: December 21, 2011
Contractor: P.W. Construction Inc.
Services: Construction of new approximately 16,000 square foot Library and associated work.
Contract Documents: Part A – Instructions to Bidders and General Conditions; Part B – Specifications; Part C – Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder; all addenda to the Contract Documents.

Notice to Proceed and Completion: The work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within four hundred sixty (460) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of **One Thousand Two Hundred Dollars and Zero Cents (\$1200.00)** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Seven Million, Nine Hundred Twenty Four Thousand Dollars and Zero Cents (\$7,924,000.00)**. The Contract Sum is not subject to escalation, includes all labor and material increases anticipated throughout the duration of this Construction Contract.

Contract Contingency: \$792,400.00

**County of Los Angeles
Community Development Commission**

**DRAFT MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT TITLE: Pico Rivera Library Project

PROJECT DESCRIPTION: The proposed project involves the demolition of an existing 7,700 square foot (sf) library and construction of a 16,000 sf library that would be built to LEED Silver standards. Offsite work would include utility connections, driveway curb cuts, and sidewalks. Figure 3 of the attached NEPA Environmental Assessment illustrates existing conditions on-site. Figure 4 illustrates the proposed project site plan.

PROJECT LOCATION: The project site is located at 9001 Mines Avenue within the City of Pico Rivera in Los Angeles County, California. The approximately 1.57-acre site is located west of the 605 Freeway, north of Interstate 5, and south and east of the City of Montebello. Figure 1 illustrates the project in its regional setting, while Figure 2 illustrates the project's site-specific location. The project site is bordered by Rosemead Boulevard to the north, Dunlap Crossing Road to the east, and Mines Avenue to the south and west. Multi-family and single-family residences are located to the east of the library. William A. Smith Park is located south of the library.

**MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID
POTENTIALLY SIGNIFICANT IMPACTS:**

The following mitigation measures are required:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

- 1. Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed contractor to handle asbestos-containing materials and disposed at a

licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during demolition or grading:

3. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
4. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

5. **Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.

6. **Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
7. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD – NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

HUD – NEPA- ENVIRONMENTAL ASSESSMENT

Project Name: Pico Rivera Library Project

Project Location: The project site is located at 9001 Mines Avenue within the City of Pico Rivera in Los Angeles County, California. The approximately 1.57-acre site is located west of the 605 Freeway, north of Interstate 5, and south and east of the City of Montebello. Figure 1 illustrates the project in its regional setting, while Figure 2 illustrates the project's site-specific location. The project site is bordered by Rosemead Boulevard to the north, Dunlap Crossing Road to the east, and Mines Avenue to the south and west. Multi-family and single-family residences are located to the east of the library. William A. Smith Park is located south of the library.

**Assessor's Parcel
Number(s):** 6378-001-903

Statement of Need: The proposed conversion would expand the library services for the community.

Project Description: The proposed project involves the demolition of an existing 7,700 square foot (sf) library and construction of a 16,000 sf library that would be built to LEED Silver standards. Offsite work would include utility connections, driveway curb cuts, and sidewalks. Figure 3 illustrate existing conditions on-site. Figure 4 illustrates the proposed project site plan.

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Land Development							
Conformance With Comprehensive Plans and Zoning	X						The project site is zoned PF, Public Facilities. (B) The library use would be in conformance with this zoning designation. (A)
Compatibility and Urban Impact		X					The project site is located adjacent to single-family and multi-family residential uses and William A. Smith Park. Demolition of the existing 7,700 sf library and construction of a 16,000 sf library would not create compatibility conflicts with these uses. The project would benefit the community by providing expanded library services. This is a potentially beneficial effect.
Slope	X						The project site is generally flat. The proposed development would not involve major topographic modifications or create any significant erosion or sedimentation problems. No impact is anticipated.
Erosion	X						There is no evidence of substantial erosion problems onsite and none would be expected as a result of proposed activities. (C) Demolition of the existing structure would be completed utilizing appropriate measures to minimize erosion during construction.
Soil Suitability	X						The project is located within an existing built environment. Demolition of the existing 7,700 sf library and construction of the 16,000 sf library would not result in soil suitability conflicts.
Hazards and Nuisances, Including Site Safety					X		<p>The proposed project involves the demolition of an existing 7,700 sf library and construction of a 16,000 sf library. Rincon Consultants, Inc. performed a database search of public lists of sites that generate, store, treat, or dispose of hazardous materials or sites for which a release or incident has occurred. Neither the project site nor adjacent properties were listed in the databases searched. The database search identified one active cleanup site and two closed Leaking Underground Storage Tank (LUST) cleanup sites within 1,000 feet of the project site. This active site is currently undergoing cleanup and would not affect the proposed project. Surrounding land uses would not subject the proposed project to the potential for adverse effects from hazardous operations such as industrial activities. No aspect of the proposed library would generate toxic or hazardous substances or radioactive materials. (L, M, N, O)</p> <p>The existing library could contain asbestos and lead as the building was constructed in 1961. Demolition of this structure has the potential to cause health impacts if asbestos and/or lead are released into the environment. Therefore, mitigation measures 1 and 2 are required to</p>

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							reduce impacts associated with asbestos and lead containing materials. (P)
Energy Consumption	X						Electricity would be provided to the proposed project by Southern California Edison. As of 2008, California's electricity was powered by the following breakdown of fuel types: 18% coal, 11% hydropower, 46% natural gas, 14% nuclear, and 11% renewables. (S) The proposed project would require energy during the demolition and construction phase. However, these are temporary phases and would not cause significant impacts. Operational energy consumption would be limited to that associated with maintenance activities and facilities operations. As required per County of Los Angeles Ordinance number 2008-0065 Green Building (Mitigation Measure 6), the project would be constructed to LEED Silver standards, which would result in a more energy efficient building as compared to the existing building. The proposed project would not have an adverse impact.
Noise							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						<p>The proposed project would involve the demolition of the existing 7,700 sf library and construction of a 16,000 sf library.</p> <p>Project construction would generate temporary noise level increases. Local noise ordinances would apply. The proposed project itself is a noise sensitive use. A noise measurement taken at the project site on February 3, 2010 indicated an ambient noise level of 60 decibels (dBA) Leq. (C) According to the California Department of Health Office of Noise Control, ambient noise levels would be within the normally acceptable range of 50-70 dBA CNEL for the proposed library use. According to the Pico Rivera Exterior Noise Level Standards--Mobile Noise Sources (Table III-1, pg III-16 of Environmental Hazards Element), the proposed library would be within the acceptable range, as the exterior of the project site would not exceed 65 dBA Ldn. (T) Therefore, ambient noise levels would not have an effect on users of the proposed library.</p> <p>During demolition of the proposed project, noise has the potential to disturb nearby residential uses located across Dunlap Crossing Road. However, per the County's noise ordinance (Chapter 12.12.030), construction activity will be restricted between the hours of 8:00pm and 6:30am everyday and on all Sundays.</p>

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Air Quality							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						<p>The project involves the demolition of the 7,700 sf library and the construction of a 16,000 sf library. Temporary air pollutant emissions would be generated during construction; however, all demolition and construction activity would be required to comply with applicable South Coast Air Quality Management District (SCAQMD) rules, including Rule 403 (fugitive dust) and Rule 1403 (asbestos emissions from demolition activities), which requires SCAQMD notification if asbestos containing material is to be removed. (P)</p> <p>Operation of the proposed library is anticipated to generate higher long-term air pollutant emissions than the existing library as the proposed project would be 9,000 sf larger than the existing use which would result in an overall net increase of vehicle trips. This increase, however, would be incremental and emissions would not exceed local significance thresholds.</p>
Environmental Design and Historic Values							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale		X					<p>The project site is currently occupied by a library. The demolition of this structure and subsequent construction of a new library would improve the visual quality of the neighborhood. Therefore, this is a potentially beneficial impact. (C)</p>
Historic, Cultural, and Archaeological Resources	X						<p>The proposed project includes the demolition of an existing 7,700 sf library and subsequent construction of a 16,000 sf library at 9001 Mines Ave in Pico Rivera. A Section 106 Report, prepared by San Buenaventura Research Associates, indicates that no properties within the Area of Potential Effect are either listed or eligible for the National Register of Historic Places. (F)</p> <p>The Archaeological Report prepared by Conejo Archaeological Consultants indicates that due to the extent of previous ground disturbance the project would not impact any known archaeological resources, and no further investigations are warranted. Mitigation measures 3 and 4 should be incorporated to reduce potential adverse effects to cultural resources. In the unexpected event that prehistoric and/or cultural materials are encountered during construction. (G)</p>
Socioeconomic Conditions							
Demographic/Character Changes	X						<p>The proposed project involves the demolition of a library and the subsequent construction of a new library. Therefore, no adverse impacts related to demographics would occur.</p>

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Displacement	X						The proposed project involves the demolition of a library and the subsequent construction of a new library. No residences or people would be displaced. Therefore, no adverse impacts would occur.
Employment and Income Patterns		X					The project would generate temporary employment opportunities during construction and long term employment associated with jobs generated to operate the larger library. No adverse impacts to employment or income patterns would occur.
Community Facilities and Services							
Educational Facilities	X						The proposed project would result in the demolition of the existing 7,700 sf library and construction of a 16,000 sf library. Expansion and modernization of the library would result in no impact to educational facilities.
Commercial Facilities	X						The proposed project would not affect commercial facilities.
Health Care	X						The proposed project would not affect access to health care.
Social Services		X					The proposed project would be beneficial to social services as it would expand library services in the area.
Solid Waste	X						Construction activity would temporarily generate solid waste during the demolition of the residential lots. Per Chapter 20.87.040 (Construction and Demolition Recycling) of the Los Angeles County Code, at least 50% of the construction phase material must be recycled or reused. Operational solid waste generation would be similar to the existing library. Adverse impacts would not occur.
Waste Water	X						The proposed project would result in an incremental increase in wastewater generation as compared to the existing library. The new library would expand and modernize the facilities compared to the existing library, however this would likely result in a minimal increase in visitors. The incremental increase in waste water as a result of the increased building size would have no impact on existing waste water facilities. In addition the project would be constructed to LEED Silver standards, which would result in a more water efficient building as compared to the existing building.
Storm Water	X						All construction activity would be required to comply with National Pollution Discharge Elimination System (NPDES) permit requirements related to construction to prevent erosion, siltation, and transport of urban pollutants, implemented. The proposed project would be required to adhere to the County of Los Angeles Ordinance number 2008-0063 Low Impact Development (LID) Standards, which encourages site sustainability and smart growth in a manner that respects and preserves the characteristics of the County's watersheds, drainage paths, water supplies, and natural resources. No impacts would occur.

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Water Supply					X		Water would be required during the construction phase and for landscape maintenance. As required per County of Los Angeles Ordinance number 2008-0065 Green Building, the project would be constructed to LEED Silver standards, which would result in a more water efficient building as compared to the existing building. Due to ongoing concerns about water supply in the southern California region, water conservation measures should be incorporated into the design of the project in compliance with Mitigation Measure 6.
Public Safety Police	X						The City of Pico Rivera is served by the Los Angeles County Sheriff's Department. The proposed project would result in the demolition of the 7,700 sf library and the subsequent construction of a 16,000 sf library. The project would not increase demand for police services. No adverse impacts would occur.
Fire	X						The City of Pico Rivera is served by the Los Angeles County Fire Department. The proposed project would result in the demolition of a 7,700 sf library and the subsequent construction of a 16,000 sf library. The project would not increase demand for fire services. No adverse impacts would occur.
Emergency Medical	X						The Los Angeles County Fire Department provides emergency medical service in the area. No adverse impact to emergency medical service is anticipated as the proposed library would serve the current area population.
Open Space And Recreation							
Open Space	X						The proposed project would replace the existing library and would not affect recreation or open space.
Recreation	X						The proposed project would replace the existing library and would not affect recreation.
Cultural Facilities	X						The proposed project would not adversely affect any cultural facilities. (F) It would expand library services to serve the existing area population.
Transportation	X						According to a Traffic Impact Analysis report prepared for the City of Pico Rivera by AAE, Incorporated, traffic trip generation would be incrementally higher for the proposed library as compared to operation of the existing library. The proposed library is estimated to generate approximately 448 new average daily trips (ADT) relative to the existing library. The proposed project would have a net increase of 59 trips during a typical weekday PM peak hour relative to the existing library. (H) The incremental increase in vehicle trips to the site would not result in a significant impact on the local circulation system.
Natural Features							
Water Resources	X						No water resources are present on site. (C) The project

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							would not adversely affect any water resources.
Surface Water	X						No natural or artificial surface water exists on the project site. (C) No impacts would occur.
Watercourses	X						No watercourse is present on site. (C) The project would not adversely affect any watercourse.
Unique Natural Features and Agricultural Lands	X						The proposed project would not affect any natural features. No active agricultural lands are present within the project area. (C)
Vegetation and Wildlife	X						<p>The project site is located adjacent to a residential neighborhood that includes ornamental landscaping. Vegetation present on the project site to be removed is ornamental and does not include sensitive plant or wildlife. (C) The project does not involve the removal of any protected trees. Removal of trees onsite could affect bird nesting habitat that are protected by the Federal Migratory Bird Treaty Act and the California Fish and Game (CFG) Code 3503. Therefore, mitigation would include a nesting bird pre-construction survey be required prior to the removal of trees.</p> <p>The proposed project would adhere to the County of Los Angeles Ordinance number 2008-0064, Drought-Tolerant Landscaping. Per this ordinance, the proposed project would be required to landscape using drought-tolerant plants and native plants that require the minimal use of water. No impacts are anticipated.</p>
Long-Term Effects							
Growth-Inducing Impacts	X						Demolition of the existing 7,700 sf library and construction of a 16,000 sf library would not induce growth as the library is intended to serve the existing community, nor would it increase residential units or remove an impediment for growth. No impacts would occur.
Cumulative Effects	X						The proposed project would replace an existing 7,700 sf library with a 16,000 sf library. This library would incrementally increase vehicle trips and associated air pollutants and noise as compared to the current use of the site (see Transportation section above). However, the proposed library is intended to serve the local community and would expand library facilities for the area. The project would not contribute to any significant cumulative effects.
Green House Gas Emissions	X						The project site consists of a library and is located in a highly urbanized area in the community of Pico Rivera. The proposed project involves demolition of the existing 7,700 sf library and construction of a new 16,000 sf library. The California Air Pollution Control Officers Association (CAPCOA) has developed a list of consistency thresholds for GHG emissions. The CAT strategies are recommended to reduce GHG emissions at a statewide level to meet the

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							<p>goals of the Executive Order S-3-05. The proposed project would be consistent with CAT strategies and measures suggested in the Attorney General's Greenhouse Gas Reduction Report..</p> <p>In addition, the California Office of Planning and Research (OPR) CEQA Guidelines include recommended mitigation strategies to reduce GHG impacts. According to this document, mitigation measures may include:</p> <ol style="list-style-type: none"> 1. Potential measures to reduce wasteful, inefficient and unnecessary consumption of energy during construction, operation, maintenance and/or removal. 2. The potential of siting, orientation, and design to minimize energy consumption, including transportation energy, water conservation and solid-waste reduction. 3. The potential for reducing peak energy demand. 4. Alternate fuels (particularly renewable ones) or energy systems. 5. Energy conservation which could result from recycling efforts. <p>A reduction in vehicle use and vehicle miles traveled can result in a reduction in fuel consumption and in air pollutant emissions, including GHG emissions. Recent research indicates that infill development reduces VMT and associated air pollutant emissions, as compared to development on sites at the periphery of metropolitan areas, also known as "greenfield" sites. Onsite development would involve infill in an urbanized area, which results in intensification and reuse of already developed lands as opposed to low density development on undeveloped lands.</p> <p>As required per County of Los Angeles Ordinance number 2008-0065 Green Building, the proposed project would be constructed to LEED Silver standards, which would result in higher energy efficiency as compared to the existing building. LEED Silver standards would also result in the project being consistent with CAT and Attorney General Strategies as well as OPR strategies discussed above. Furthermore, LEED Silver standards would result in operations associated with the proposed library being more efficient than the existing site use. No impact anticipated relating to Green House Gas emissions.</p>

HUD – NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

HUD Statutory Checklist [24CFR §58.5]

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					X	According to the Section 106 Report prepared for the project by San Buenaventura Research Associates, the project does not contain historically significant resources. (F) See the Historical section above for further discussion. Conejo Archaeological Consultants determined that no known archaeological resources would be adversely affected by project implementation. However, during grading, or any other earth moving events, discovery of any archaeological finds would require immediate cessation of activities and review by a qualified professional for recommendations. (G)
Floodplain Management 42 FR 26951				X		The project site is located within Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain (FEMA Panel 06037C1830F). This indicates minimal flood potential and no flood insurance requirement.
Wetlands Protection 42 FR 26951	X					According to the U.S. Fish and Wildlife Service's Wetlands Online Mapper, (U) no wetlands are located on or adjacent to the project site.
Coastal Zone Plan 16 U.S.C. 1451	X					The project site is not located in a coastal zone. (C)
Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	X					The project site is not located within an area supported by a sole source aquifer. No sole source aquifers exist within Los Angeles County. No significant impact to sole source aquifers would occur. (D)
Endangered Species 16 U.S.C. 1531	X					The project site has previously been developed and is adjacent to a residential neighborhood. According to the California Natural Diversity Database, an inventory of the status and location of rare plants and animals in California which is maintained by the California Department of Fish and Game, no endangered species are known to occur on the project site or within a one mile radius of the project site. No endangered species were observed during the site visit or likely to occur at the project site. (X)(C)

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
Wild and Scenic Rivers 16 U.S.C. 1271	X					No wild or scenic rivers are located in the site vicinity or within Los Angeles County. (E)
Air Quality Protection 42 U.S.C. 7401	X					Traffic associated with the project would incrementally increase as compared to the existing facilities based on using trip generation calculations from the Institute of Transportation Engineers. See the traffic discussion above for more information. This could result in an incremental increase in air pollutant emissions from mobile sources, however the incremental increase would not conflict with the South Coast Air Quality Management District's Air Quality Management Plan. Temporary air quality impacts may occur during construction phases. However, standard construction practices (i.e., watering, slow speeds) would reduce the amount of generated emissions. Therefore, no adverse impacts are anticipated.
Farmland Protection 7 U.S.C. 4201	X					There was no farmland observed on or near the project site, nor is any farmland identified in the vicinity by the California Farmland Mapping and Monitoring Program. (C) (V)
Environmental Justice Executive Order 12898	X					The project would not involve any activity that would expose current or future residents to environmental hazards and would add community and recreation facilities. No adverse impacts are anticipated. (C)
HUD Environmental Standards, 24 CFR 51 as amended						
Noise Abatement 24 CFR 51B				X		<p>The proposed project would involve the demolition of the existing 7,700 sf library and construction of a 16,000 sf library.</p> <p>Project construction would generate temporary noise level increases. Local noise ordinances would apply. The proposed project itself is a noise sensitive use. A noise measurement taken at the project site on February 3, 2010 indicated an ambient noise level of 60 decibels (dBA) Leq. (C)</p> <p>Additionally, the U.S. Department of Housing and Urban Development Site DNL Calculator was utilized to estimate traffic related Day/Night</p>

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
						<p>Noise Level (DNL) onsite. The calculator estimated the DNL onsite to be approximately 62.8 dBA. (W) According to the California Department of Health Office of Noise Control, ambient noise levels would be within the normally acceptable range of 50-70 dBA CNEL for the proposed library use. According to the Pico Rivera Exterior Noise Level Standards--Mobile Noise Sources (Table III-1, pg III-16 of Environmental Hazards Element), the proposed library would be within the acceptable range, as the exterior of the project site would not exceed 65 dBA Ldn. (T) Therefore, ambient noise levels would not have an effect on users of the proposed library.</p> <p>During demolition of the proposed project, noise has the potential to disturb nearby residential uses located across Dunlap Crossing Road. However, per the County's noise ordinance (Chapter 12.12.030), construction activity will be restricted between the hours of 8:00pm and 6:30am everyday and on all Sundays.</p>
Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases 24 CFR 58.5(i)(2)					X	The existing library could contain asbestos and lead as the building was constructed in 1961. Demolition of this structure has the potential to cause health impacts if released into the environment. Therefore, mitigation measures 1 and 2 are required to reduce impacts associated with asbestos and lead containing materials. (P)
Siting of HUD-Assisted Projects near Hazardous Operations 24 CFR 51 C	X					Rincon Consultants, Inc. performed a database search of public lists of sites that generate, store, treat, or dispose of hazardous materials or sites for which a release or incident has occurred. Neither the project site nor adjacent properties were listed in the databases searched. The database search identified one active cleanup site and two closed Leaking Underground Storage Tank (LUST) cleanup sites within 1,000 feet of the project site. This active site is

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
						currently undergoing cleanup and would not affect the proposed project. Surrounding land uses would not subject the proposed project to the potential for adverse effects from hazardous operations such as industrial activities. No aspect of the proposed library would generate toxic or hazardous substances or radioactive materials. (L, M, N, O)
Airport Clear Zones 24 CFR 51D	X					The project site is not in an airport clear zone. (R)

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

Summary of Findings and Conclusions:

The proposed project involves the demolition of the existing Pico Rivera Library, which is comprised of a single building on an approximately 1.57-acre site at 9001 Mines Avenue in the City of Pico Rivera. The Los Angeles County Community Development Commission (LACDC) plans to use federal funds to demolish the existing 7,700 square foot building and construct a 16,000 square foot (sf) library built to LEED silver standards. Offsite work would include utility connections, driveway curb cuts, and sidewalks. The project would not conflict with the surrounding neighborhood environment.

The project would not generate any significant noise impacts, nor would it be subject to noise in excess of HUD standards for library uses. The project site currently contains ornamental vegetation, and implementation of the proposed project would not impact sensitive biological resources. The project would not affect known culturally important resources.

The project would not significantly affect public facilities. Implementation of the project would create short-term employment opportunities during construction. The proposed project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater. The project is located within Flood Zone X, which indicates the site is subject to a 0.2% annual chance of flood potential.

The proposed project would increase average daily trips as compared to the site's existing library, however, trip increases would be incremental and are not anticipated to result in traffic impacts. The project would conform to all applicable Federal, State, and regional air pollution control regulations, and would not significantly affect local or regional air quality.

Given the age of the existing structures, asbestos and lead-containing materials may be present in the structure's building materials. Demolition of the existing structures would have the potential to release these toxins into the environment without proper measures in place. Mitigation measures are proposed that would reduce potential impacts arising from the handling of these materials.

Summary of Environmental Conditions:

The project site is currently comprised of the existing Pico Rivera Library. Ornamental vegetation can be found throughout the property. No biologically sensitive species, habitats, or surface water are present at the project site.

Project Modifications and Alternatives Considered:

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

Mitigation Measures Required:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed contractor to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.
2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during demolition or grading:

3. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
4. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

5. **Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.
6. **Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
7. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

References:

- a. Christina Gallagher, Assistant Planner, City of Pico Rivera, Personal Communication February 18, 2010. (PERSONAL COMMUNICATION)
- b. City of Pico Rivera, Zoning Code, Chapter 18.20, <http://qcode.us/codes/picorivera/>, accessed February 2010. (ELECTRONIC)
- c. John Stark, Rincon Consultants, Site Visit, February 3, 2010. (FIELD)
- d. Environmental Protection Agency, Sole Source Aquifer Locator Region Nine, <http://www.epa.gov/region09/water/groundwater/ssa.html>, accessed online February 2, 2010. (ELECTRONIC)
- e. National Wild and Scenic Rivers System, <http://www.rivers.gov/wildriverslist.html#ca>, accessed online February 2, 2010. (ELECTRONIC)
- f. San Buenaventura Research Associates, Section 106/CEQA Report: Pico Rivera Library Project, February 2010. (REPORT)
- g. Conejo Archaeological Consultants, Phase I Archaeological Survey Report of Approximately 1.5-Acres for the Pico Rivera Library Project, Pico Rivera, Los Angeles County, California, February 2010. (REPORT)
- h. AAE, Incorporated for the City of Pico Rivera, Mines Plaza Traffic Impact Analysis, August, 2009. (REPORT) Project-generated traffic and existing use traffic were calculated by multiplying the project size (square feet) by the applicable trip generation rate. The average daily vehicle trip rate for a library (ITE Land Use Code 590) is 54.00 trips per 1000 square feet (sf). The proposed library would be 16,000 sf ($16 \times 54 = 864$ trips) and the existing library to be removed is 7,700 sf ($7.7 \times 54 = 416$ trips), therefore the net increase in average daily trips would be 448 trips ($864 - 416 = 448$ net new trips). The average rate for the PM peak hour for a library is 7.09 trips per 1,000 square feet and the proposed library would be 16,000 square feet. Therefore, approximately 113 peak hour trips would be generated by the proposed project (7.09×16). The existing site use peak hour rate would generate an estimated 54 trips (7.09×7.7).
- i. California Department of Toxic Substances Control, 2008. EnviroStor Database <http://www.envirostor.dtsc.ca.gov>, accessed online February 2, 2010. (ELECTRONIC)
- m. Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS). Superfund Information Systems. CERCLIS Database. <http://www.epa.gov/superfund/sites/cursites/>, accessed online February 2, 2010. (ELECTRONIC)
- n. Department of Toxic Substances Control. DTSC's Hazardous Waste and Substances Site List- Site Cleanup. (Cortese List). <http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>,

HUD - NEPA - Environmental Assessment

Project Name: Pico Rivera Library Project

accessed online February 2, 2010. (ELECTRONIC)

- o. Geotracker search for leaking underground fuel tanks, Spills-Leaks-Investigations- Cleanups (SLIC) and Landfill sites. GeoTracker. <http://geotracker.swrcb.ca.gov>, accessed online February 2, 2010. (ELECTRONIC)
- p. South Coast Air Quality Management District, Asbestos Demolition & Removal. <http://www.aqmd.gov/comply/asbestos/asbestos.html>, accessed online February 2, 2010. (ELECTRONIC)
- q. South Coast Air Quality Management District, <http://www.aqmd.gov>, accessed online February, 2, 2010. (ELECTRONIC)
- r. County of Los Angeles Community Development Commission, Runway Clear Zones Report, Long Beach Airport and Los Angeles International Airport, March, 2009. (REPORT)
- s. California Energy Commission, 2008 Total Electricity System Power, http://www.energyalmanac.ca.gov/electricity/total_system_power.html, accessed online February 9, 2010. (ELECTRONIC)
- t. City of Pico Rivera, III Environmental Hazards Element, Pico Rivera General Plan, 1993. <http://www.pico-rivera.org/downloads/GeneralDocuments/Planning/3B%20-%20Environmental%20Hazards%20Element.pdf>, accessed online February 2010. (ELECTRONIC)
- u. United States Fish and Wildlife Service, Wetlands Online Mapper, http://wetlandsfws.er.usgs.gov/imf/imf.jsp?site=NWI_CONUS, accessed online February 2, 2010. (ELECTRONIC)
- v. California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, Los Angeles County Important Farmland Map 2008, <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/los08.pdf>, accessed online May, 2010. (ELECTRONIC)
- w. U.S. Department of Housing and Urban Development, Community Planning & Development, Site DNL Calculator, <http://www.hud.gov/offices/cpd/environment/dnlcalculatortool.cfm>, accessed online May, 2010. (ELECTRONIC)
- x. California Department of Fish and Game, California Natural Diversity Database, <http://www.dfg.ca.gov/biogeodata/cnddb/>, accessed May, 2010. (ELECTRONIC)

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

1. Is the project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Basic Reasons Supporting Decision:

The proposed project would expand library services for citizens in the Pico Rivera area. Based on the Environmental Assessment, it has been determined that with implementation of recommended mitigation measures, the proposed project would not generate any significant environmental impacts.

The following mitigation measures are required:

Mitigation Measures Required:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.
2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump

HUD – NEPA – Environmental Assessment

Project Name: Pico Rivera Library Project

tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during demolition or grading:

- 3. Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabriolino representative should monitor any archaeological field work associated with Native American materials.
- 4. Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

- 5. Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.
- 6. Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
- 7. Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD - NEPA - Environmental Assessment

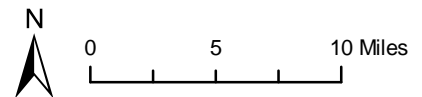
Project Name: Pico Rivera Library Project

Prepared by:	<u>Patrick Nichols</u>	Title:	<u>Project Manager</u>
Date:	<u>May 13, 2010</u>		
	<u> </u>		
Concurred in:	<u>Donald Dean</u>	Title:	<u>Environmental Officer, Community Development</u>
Date:	<u>May 18, 2010</u>		<u>Commission of the County of Los Angeles</u>



Basemap Sources: ESRI data, 2004 and USGS, 2002.

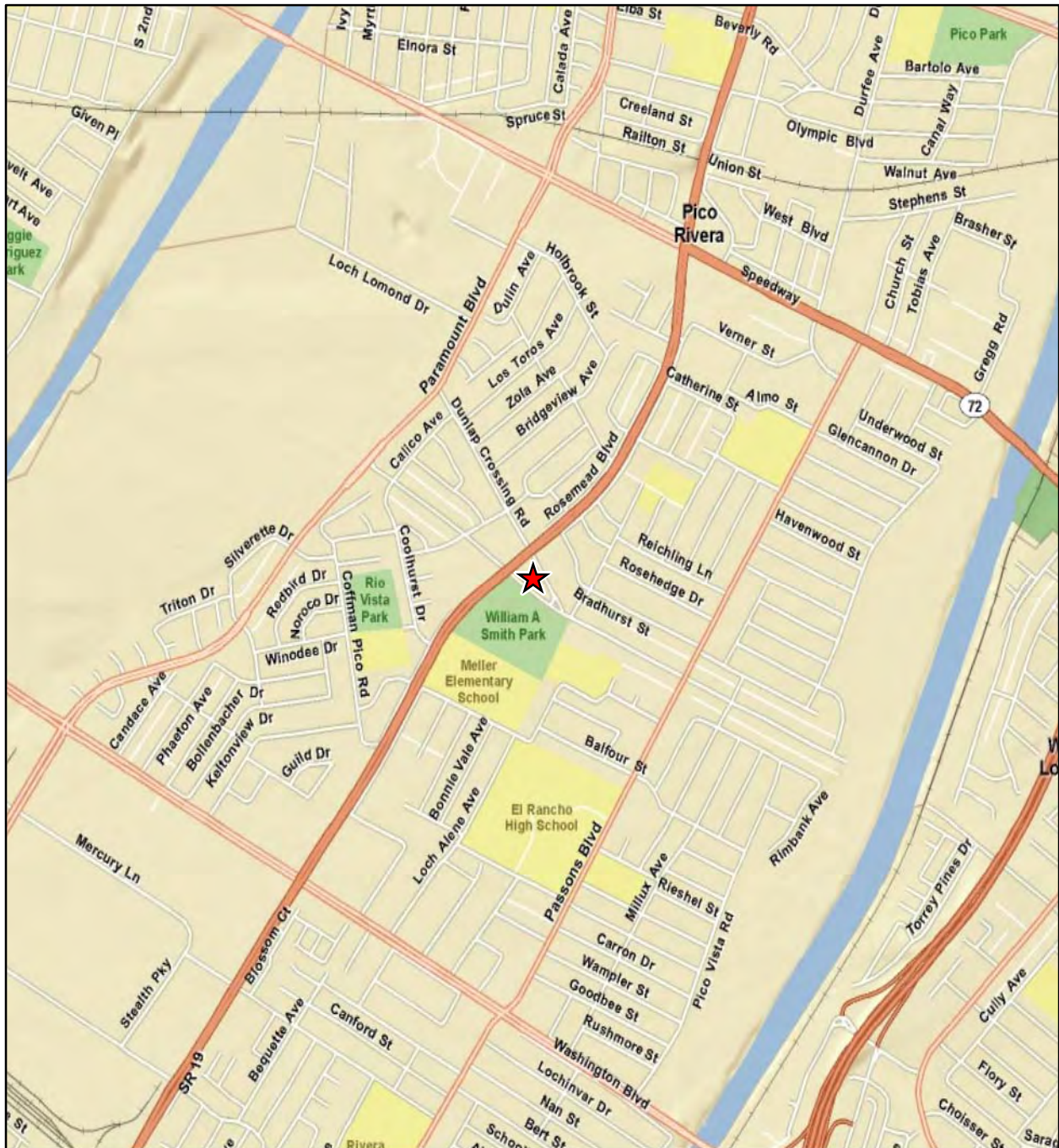
★ Project Location



Regional Setting

Figure 1
LACDC





Map images copyright © 2009 ESRI and its licensors. All rights reserved. Used by permission.

★ Project Location



0 0.25 0.5 Mile

Site Specific Location

Figure 2
LACDC





Photo A - Entrance to the existing Pico Rivera Library.

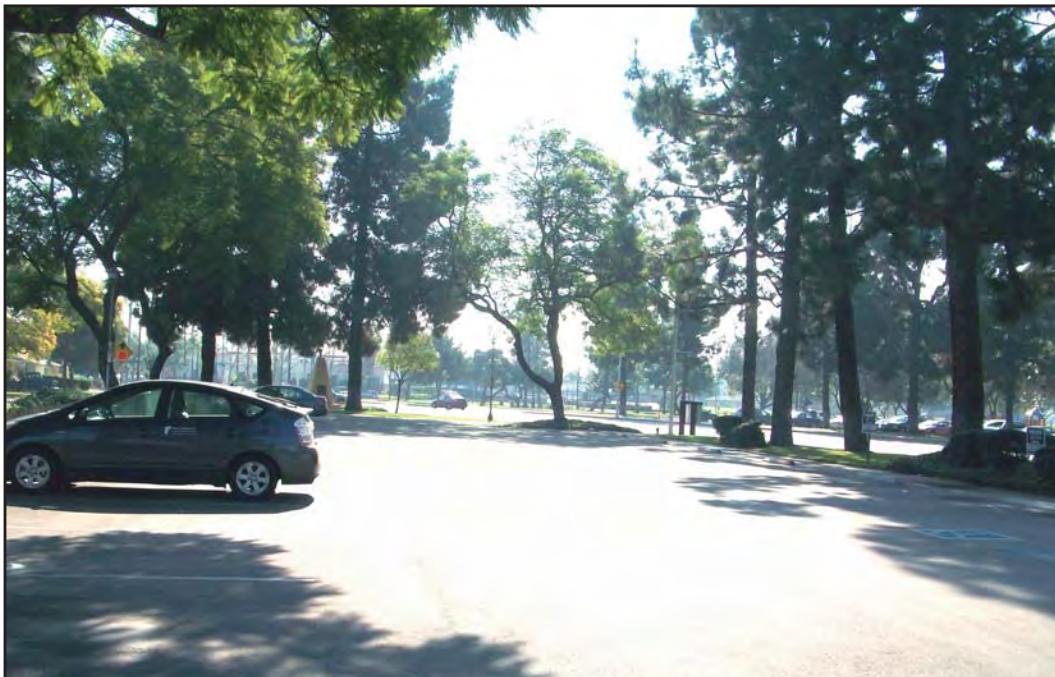
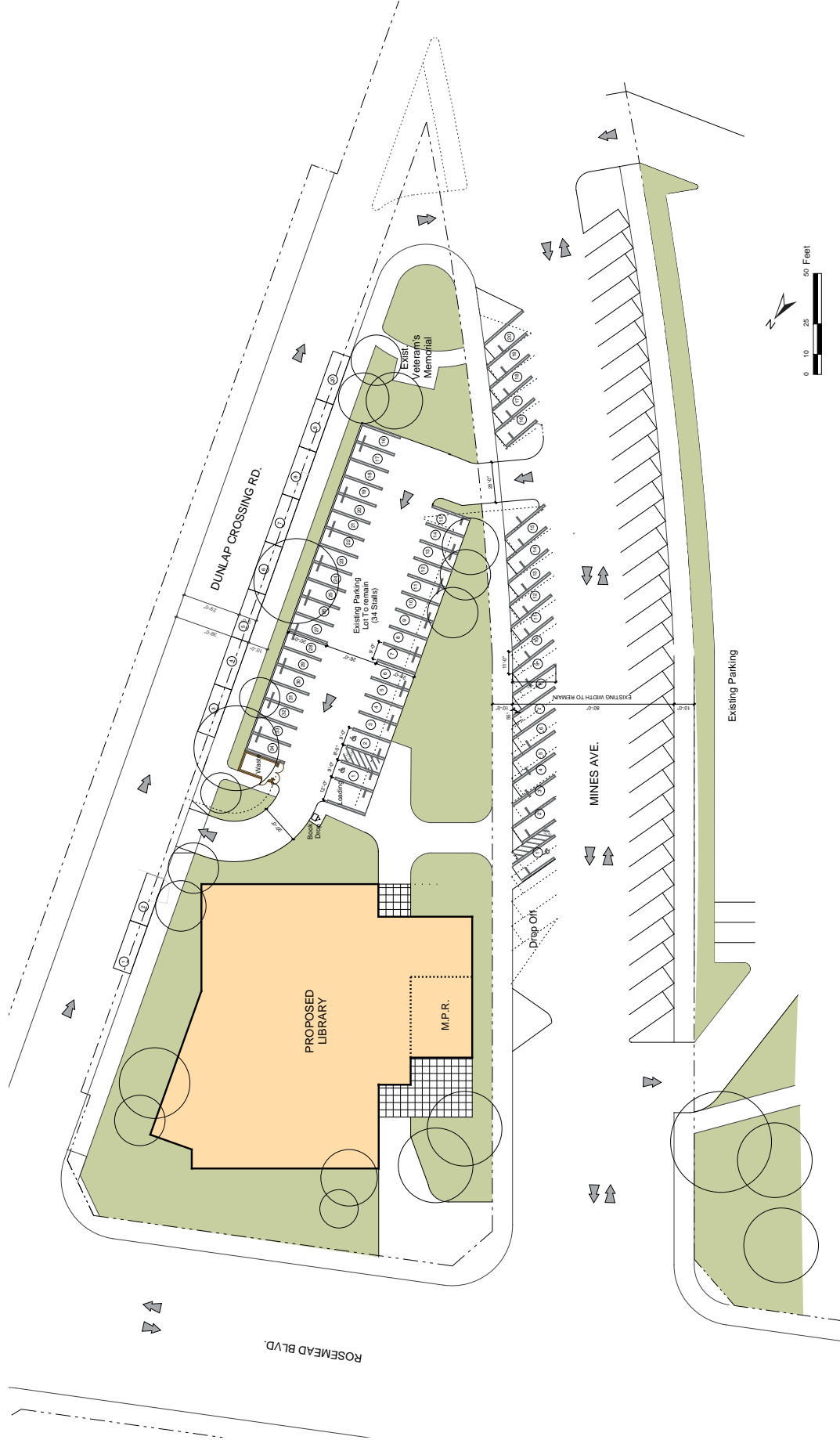


Photo B - Existing Pico Rivera Library parking lot.





Proposed Project Site Plan
Figure 4
LACDC

SAN BUENAVENTURA RESEARCH ASSOCIATES

MEMORANDUM

1328 Woodland Drive • Santa Paula CA • 93060

805-525-1909
Fax/Message 888-535-1563
sbra@historicrosources.com
www.historicrosources.com

To: John Stark, Rincon Consultants, Inc.
From: Judy Triem, San Buenaventura Research Associates
Date: 11 February 2010
Re: Section 106/CEQA Report, Pico Rivera Library Project

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to demolish the Pico Rivera Library at 9001 Mines Avenue in the community of Pico Rivera. The proposed project involves new construction of an up to 16,000 square foot library building to replace the existing 7,700 square foot library. Offsite work will include utility connections, drive way curb cuts and sidewalks.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site (APN 6378-001-903) and the adjacent properties. [Figure 1]

3. Description of Location of Undertaking

The project site is located on a triangular parcel containing 1.57 acres and bounded on the northeast by Dunlap Crossing Road, on the southwest by Mines Avenue and on the northwest by Rosemead Boulevard. Across Mines Avenue from the project site is a city park and community center. Across Rosemead Boulevard from the project site is a gas station. Across Dunlap Crossing Road from the project site are an apartment building and residences constructed during the 1950s.

4. Historic Setting

Historical Background

Pico Rivera was originally two towns, Pico and Rivera, which incorporated as one city in 1958. Pico was part of Rancho Paso de Bartolo, an 8,891 acre rancho purchased by Pio Pico in 1850 from the Juan Perez heirs. Pico's home, although now much reduced in size, is known as El Ranchito and is located across the San Gabriel River from Pico in what is today called Whittier. The town was named for Pico, the last Mexican governor of California. It was established in the 1880s and began to grow when the Santa Fe railroad came through. Rivera was created south of Pico on Rancho Santa Gertrudis in the 1880s during "the boom of the '80s" when numerous townsites were created adjacent to the railroads rights of way. The communities both remained rural agricultural areas surrounded by citrus, walnut and avocado groves. Following World War II, a population explosion saw the agricultural fields replaced by tract houses during the 1950s and 1960s. Thus, in 1958, the two small towns had grown together and decided to incorporate as Pico Rivera.

Section 106 Report Pico Rivera Library Project

Site Specific History

In 1961 the Los Angeles County Pico Rivera Library was constructed to accommodate the fast growing communities of Pico and Rivera. The first county library was established in Pico in 1917 and is no longer in existence. The new library building was dedicated on December 21, 1961 in a ceremony attended by public officials including Mayor Ruth Benell, Supervisor Frank G. Bonelli, County Librarian John Henderson and the City Council and local library officials. The library housed 20,000 volumes in its unique circular plan 7,700 square foot building which cost \$250,000 to build. According to the library's website, it is the only circular plan library in the Los Angeles County library system.

The building was designed by Los Angeles architect Harold John Nicolais. The circular floor plan was a functional as well as an aesthetic choice, with open ornamental ironwork encasing a skylight well and children's story court. Interior walls are of cherry wood paneling and flooring is terrazzo. The exterior is of white brick with a marble entrance. The landscaping surrounding the building repeated the circular concept. (*Los Angeles Times*, 12/21/1961; 12/31/1961)

Harold John Nicolais was born on June 25, 1903 in Pittston, Pennsylvania. He was a graduate of the University of Southern California and was a member of the Southern California Chapter of the AIA. Before establishing his own firm, Nicolais worked as an associate architect for the State of California. Nicolais was a partner in the firm Burke, Kober, Nicolais, Archuleta, established in 1945 with their main office on Wilshire Boulevard in Los Angeles. Among the principal works are Fidelity Federal Building, Long Beach (1968); Coldwell banker Office Building, Los Angeles (1968); Montclair Shopping Center (1968); Los Arcos Shopping Center, Scottsdale, Arizona (1969); Esplanade Shopping Center, Oxnard, (1969). (Bowker, 1956, 1970)

5. Potential Historic Resources within the APE

The 1.57 acre project site contains a 7,700 square foot circular library building and parking lot. The building features a nearly flat overhanging roof with broad closed eaves. The entrance is flanked by marble floor to ceiling walls. The recessed entry is aluminum or steel and glass. A broad fascia over the entry features the name of the library in raised steel or aluminum letters. The building is covered with narrow brick blocks. Surrounding the building are mature pine trees. [Photos 1-3]

Across Mines Avenue from the project site is the William A. Smith Park. The buildings located in the park are far enough away from the project site so as not to be effected by any new construction. [Photo 4] Across Rosemead Avenue from the project site is a modern gas station built after the 1970s. [Photo 5] Across Dunlap Crossing from the project site is a two story apartment complex and a row of single family residences from the 1950s. [Photo 6]

6. Eligibility of Historic Resources within the APE

National Register Eligibility

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

The California Environmental Quality Act

The California Environmental Quality Act (CEQA) requires evaluation of project impacts on historic resources, including properties "listed in, or determined eligible for listing in, the California Register of Historical Resources [or] included in a local register of historical resources." A resource is eligible for listing on the California Register of Historical Resources if it meets any of the criteria for listing:

- 1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- 2. Is associated with the lives of persons important in our past;
- 3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- 4. Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1(c))

The minimum age criterion for the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) is 50 years. Properties less than 50 years old may be eligible for listing on the NRHP if they can be regarded as "exceptional," as defined by the NRHP procedures, or in terms of the CRHR, "if it can be demonstrated that sufficient time has passed to understand its historical importance." (Chapter 11, Title 14, §4842(d)(2))

While no hard and fast definition for "exceptional" is provided in the NRHP literature, the special language developed to support nominating these properties was clearly intended to accommodate properties which demonstrate a level of importance such that their historical significance can be understood without the passage of time. In general, according to NRHP literature, eligible "exceptional" properties

Section 106 Report Pico Rivera Library Project

may include, “resources so fragile that survivors of any age are unusual. [Exceptionalness] may be a function of the relative age of a community and its perceptions of old and new. It may be represented by a building or structure whose developmental or design value is quickly recognized as historically significant by the architectural or engineering profession [or] it may be reflected in a range of resources for which the community has an unusually strong associative attachment.”

Eligibility of Project Site

The Pico Rivera Library is not yet fifty years of age and does not appear to rise to the “exceptional” level required for listing on the NRHP, nor does it appear that “sufficient time has passed to understand its historical importance,” in terms of the CRHR. The building does not appear to be associated with an unusually important event in the history of Pico Rivera. This was the second library built in the community, the first was established in 1917. The library is not associated with any known individuals of exceptional importance to the history of the Pico Rivera community. It is a distinctive example of Mid-Century modern design, particularly in terms of its circular plan, but no evidence could be found to suggest that its design or the architect who produced it has been recognized as significant. The architect Harold John Nicolais has not been identified as a master architect and the library has not been recognized as one of his major works.

The City of Pico Rivera does not have a historic landmarks ordinance and has not conducted a historic resources survey. A section of the 1993 General Plan has a Historic Resources section that identified approximately 44 buildings and sites within the city as historically important. The library is not included on this list.

Eligibility of Buildings within APE

The single family residences and apartment building across Dunlap Crossing from the project site were built in the 1950s and are the only buildings within the APE which are fifty years of age. They have no known significant associations with the development of Pico Rivera or its history (Criterion A and 1). No known historically significant individuals are associated with the properties (Criterion B and 2). The buildings are all modest examples of the Modern and Ranch styles popular during this period and are not distinctive examples of a period or style (Criterion C and 3). Criterion D and 4 refers to archaeology and is not addressed in this report.

Conclusions

Presently no known properties within the APE are either listed or eligible for listing on the NRHP or CRHR.

7. Information from Local Organizations

The City of Pico Rivera Planning Department was contacted. The city has no historic landmarks ordinance. The library was not identified in the 1993 General Plan listing of 44 potential historic resources.

8. Selected Sources

Bowker. American Architects Directory, "Harold John Nicolais." 1956, 1970.

California Historical Landmarks, 1990.

Cowan, Robert G. *Ranchos of California*. Los Angeles: Historical Society of Southern California.

Federal Register Listings through January, 2010.

Los Angeles Times, December 21, 1961, "Library Unit Dedicated."

Los Angeles Times, December 31, 1961, "Dedication Rite Held for Pico Rivera Library."

www.ci.pico-rivera.ca.us/cityglance/history.html

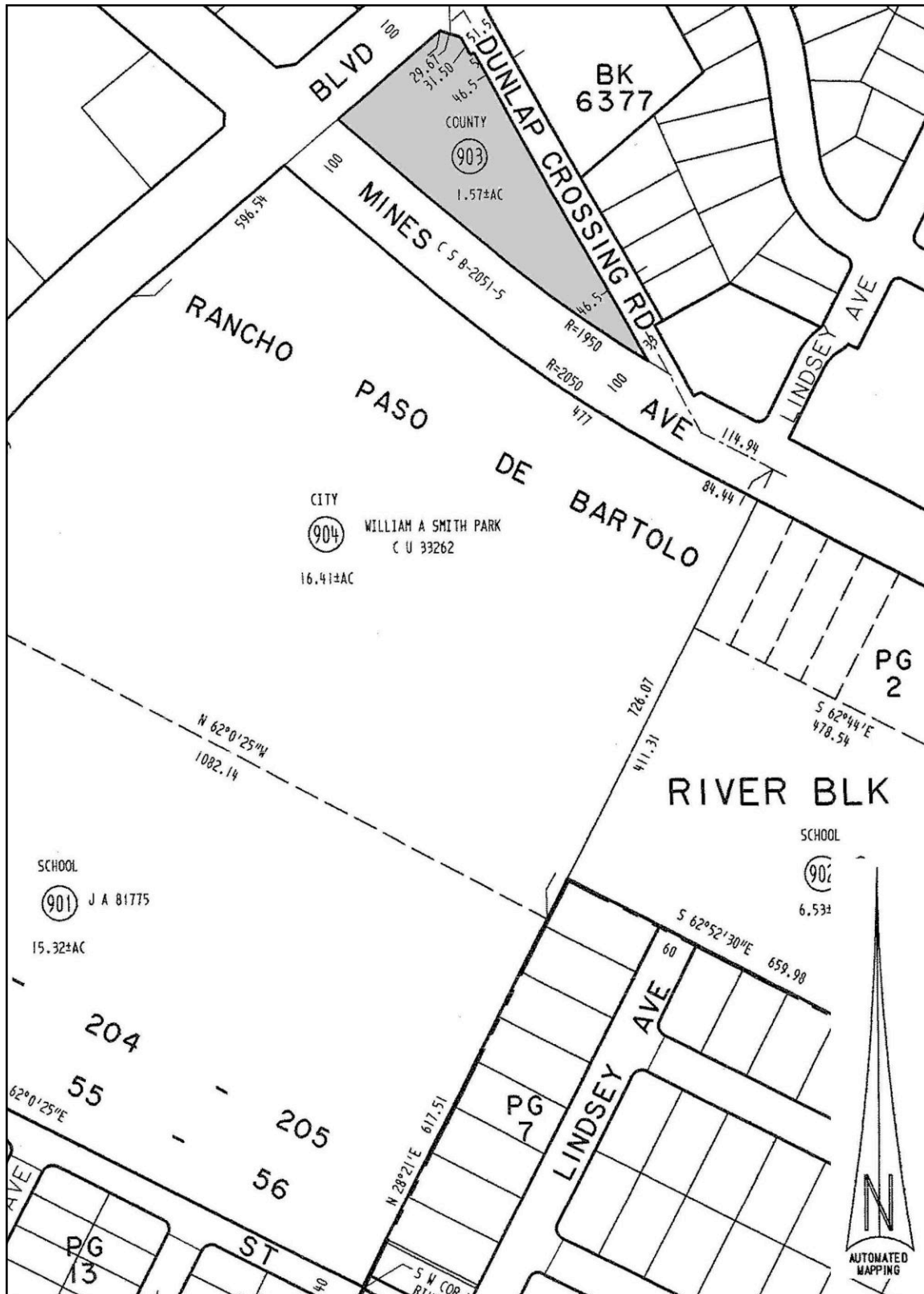


Figure 1. Project Location [Source: Los Angeles County Assessor, Map Book 6378, Page 1]



Photo 1. Pico Rivera Library, front elevation. [4 February 2010]



Photo 2. Front entry of Pico Rivera Library. [4 February 2010]



Photo 3. Side elevation of Pico Rivera Library. [4 February 2010]



Photo 4. View across Mines Avenue toward park from project site. [4 February 2010]



Photo 5. View across Rosemead Avenue from Library. [4 February 2010]



Photo 6. View of apartments and residences along Dunlap Crossing. [4 February 2010]



**PHASE 1 ARCHAEOLOGICAL SURVEY REPORT
OF APPROXIMATELY 1.5-ACRES FOR THE
PICO RIVERA LIBRARY PROJECT
PICO RIVERA, LOS ANGELES COUNTY, CALIFORNIA
(USGS 7.5' Whittier Quadrangle)**

Prepared for:

**Los Angeles County
Community Development Commission**
2 Coral Circle
Monterey Park, California 91755
Contact: Donald Dean

Prepared by:

Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309

Author: Mary Maki

Document No. 09-528
February 14, 2010

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

This report was prepared at the request of Rincon Consultants for the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Pico Rivera Library Project. Public funds will be used in the construction of up to a 16,000 square foot library building to replace the existing 7,000 square foot library located at 9001 Mines Ave. Pico Rivera, California (Exhibits 2 & 3). The existing library building will be demolished. Offsite work will include utility connections, drive way curb cuts and sidewalks.

The project's area of potential effect (APE) consists of APN 6378-001-903. The triangular shaped project APE is bounded by Dunlap Crossing Road, an apartment complex and single-family residences to the north, Mines Avenue and Smith Park to the south, and Rosemead Boulevard to the west. Located within Township 2 South and Range 12 West on the USGS 7.5' Whittier Quadrangle, the project APE falls with the historic boundaries of Rancho Paseo de Bartolo Viejo (Exhibit 4).

This archaeological study was undertaken in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations under 36 CFR 800 (as amended). This study also complies with Section 21083.2 of the California Environmental Quality Act.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, Conejo's survey findings and the extent of previous ground disturbance within the project's APE, the Pico Rivera Library Project will not impact archaeological resources. Therefore, no further archaeological investigations are warranted prior to project approval. In the unexpected event that prehistoric and/or historic cultural materials are encountered during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project APE is located on a triangular parcel, which currently houses the City library (Exhibit 3). There are no stands of native vegetation within or adjacent to the project APE. The approximate 1.5-acre project APE is landscaped with grass and ornamental shrubs and trees. The project APE is surrounded by a park, residential and commercial development.

Cultural Environment:

Prehistory. The project site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

History. The project site is located within the historic boundaries of Rancho Paseo de Bartolo Viejo granted to Juan Crispin Perez in 1883 (Cowan 1977). The City of Pico Rivera traces its beginning to the 1870's when several railroads ran lines into the general area of two small communities known as Pico & Rivera. Located on fertile land between the Rio Hondo and San Gabriel Rivers, the two agricultural country towns grew slowly amongst the citrus and avocado orchards, and walnut groves (City of Pico Rivera 2010a).

In the 1950's, the Los Angeles eastward sprawl reached the general project area. The huge demand for housing led to the clearing of orchards and the development of tract homes. As subdivisions sprang up the older neighborhoods of Pico and Rivera were drawn closer together. In 1958, the two communities incorporated and became the City of Pico Rivera (City of Pico Rivera 2010a). As of the 2000 census the City of Pico Rivera had a population of 65,651 (City of Pico Rivera 2010b).

The Pico Rivera library was constructed in 1961 and is reportedly the only circular library in the United States (City of Pico Rivera 2010c).

IV. SOURCES CONSULTED

Results:

South Central Coastal Information Center

A record search was conducted at the SCCIC housed at California State University Fullerton on February 8, 2010 . The record search identified no archaeological sites within a 0.5-mile radius of the project APE.

Two archaeological investigations have been conducted within a 0.5-mile radius of the project APE. One of the surveys extended along Rosemead Boulevard and was adjacent to the project APE (Allen 1998). The project APE was not subject to previous archaeological reconnaissance.

Federal, State & Local Historic Listings

The listings of the National Register of Historic Places includes no properties within or adjacent to the project APE (National Park Service 2010). There are no California Historical Landmarks or Points of Historical Interest located within or adjacent to the project APE (Office of Historic Preservation 2010, 1992). The California State Historic Resources Inventory lists no evaluations for the project APE. The nearby Senior Center at 9120 Mines Avenue was determined ineligible for listing on the National Register by consensus through the Section 106 process (Office of Historic Preservation 2009).

V. FIELD METHODS

The approximate 1.5-acre APE was surveyed by Mary Maki on February 8, 2010 (Exhibits 2, 3 & 4). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 20 years archaeological experience in southern California.

The project APE boundaries were clearly delineated by Rosemead Boulevard, Dunlap Crossing Road and Mines Avenue. The developed portion of the project APE includes the circular library, a parking lot and a monument to war veterans. The remaining 65 percent of the project APE consists of landscaped areas, which include grass lawns with ornamental trees and shrubs. Survey methodology consisted of walking 3 meter (10 ft.) spaced linear transects across all undeveloped areas. A tight zigzag pattern was walked within each transect to maximize ground surface coverage. Ground surface visibility ranged from poor to fair in the landscaped areas. The ground surface throughout the project APE has been disturbed by the construction of, and landscaping for the existing library. Conejo's survey failed to identify any evidence of prehistoric or historic resources

within the project APE.

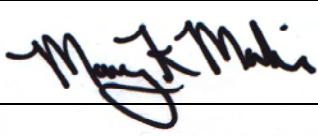
San Buenaventura Research Associates is conducting a Section 106 evaluation of the APE's built environment.

VI. REMARKS & RECOMENDATIONS

Based on the SCCIC record search findings, Conejo's survey results, in combination with the extent of past ground disturbances associated with the construction of the library, no impact to archaeological resources is anticipated from project development. Therefore, no further archaeological investigation is warranted prior to project implementation as long as the following two recommendations are included as conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 20 Years So. CA arch experience
Signature: 		Date: February 14, 2010

X. CITATIONS

Allen, Kathleen C.

1998 Cultural Resources Assessment for the Esteban E. Torres Rio Hondo Recycled Water Project, Los Angeles County, California. On file at the South Central Coastal Information Center, LA-4209.

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

Cowan, Robert

1977 *Ranchos of California*. Academy Library Guild, Fresno, California.

Los Angeles County Assessor

2010 <http://assessormap.lacountyassessor.com/mapping/viewer.asp>.

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

National Park Service

2010 National Register of Historic Places, National Park Service Focus, Pico Rivera, CA. <http://nrhp.focus.nps.gov/natreghome.do>.

Office of Historic Preservation

2010 *California Historical Landmarks*, Los Angeles County. Department of Parks and Recreation, Sacramento, California. http://ohp.parks.ca.gov/?page_id=21427.

2009 Directory of Properties in the Property Data File for Los Angeles County, Pico Rivera. Department of Parks and Recreation, Sacramento, California, 05/27/09.

1992 *California Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.

Pico Rivera, City of

2010a History. <http://www.ci.pico-rivera.ca.us/cityglance/history.html>.

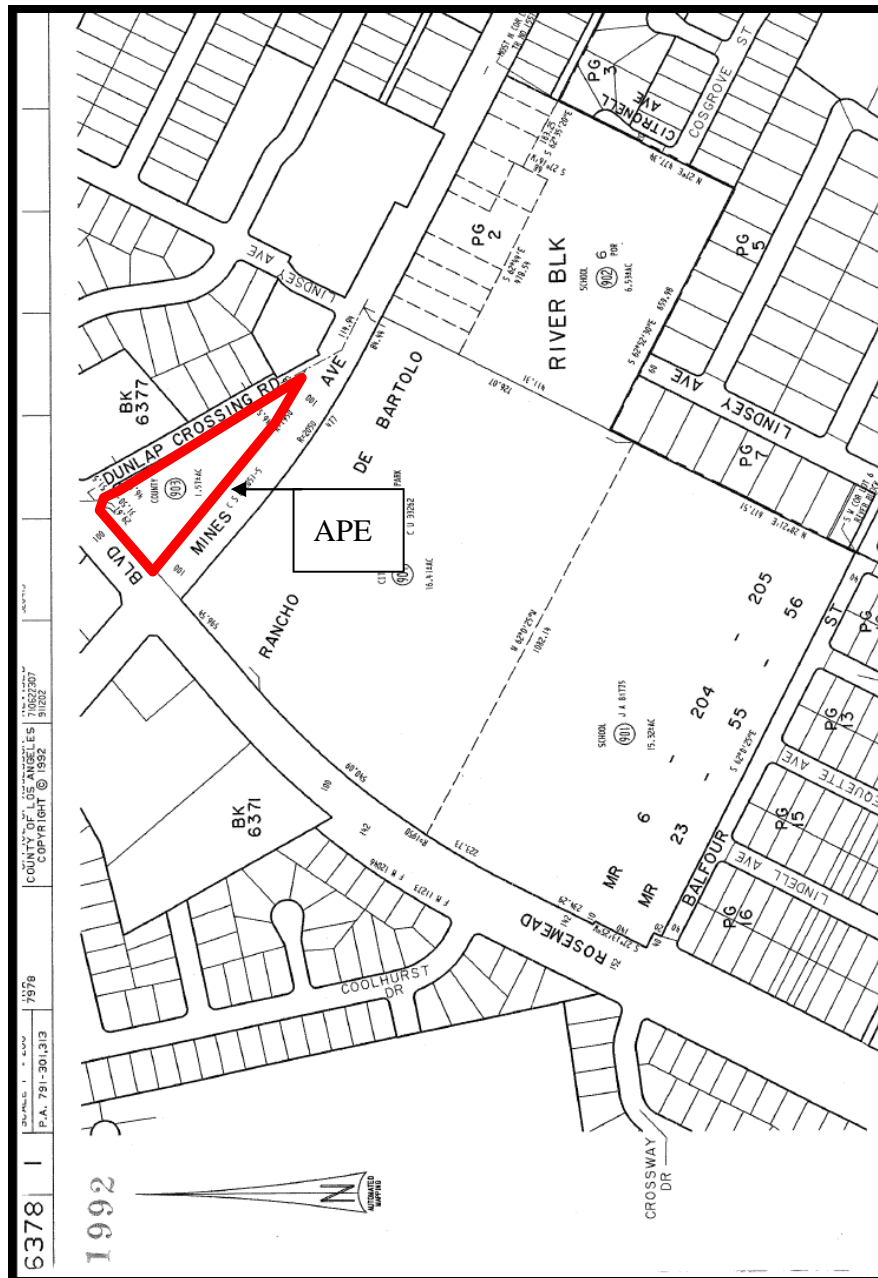
2010b Demographics. <http://www.ci.pico-rivera.ca.us/cityglance/demographics.html>.

2010c Places of Interest. <http://www.ci.pico-rivera.ca.us/cityglance/placesofinterest.html#LIBRARIES>.



PROJECT VICINITY MAP
Pico Rivera Library Project
Pico Rivera, Los Angeles County, California

Exhibit 1



Source: Los Angeles County Assessor –
<http://assessormap.lacountyassessor.com/mapping/viewer.asp>

Area of Potential Effect - Assessor Parcel Map
Pico Rivera Library Project
Pico Rivera, Los Angeles County, California

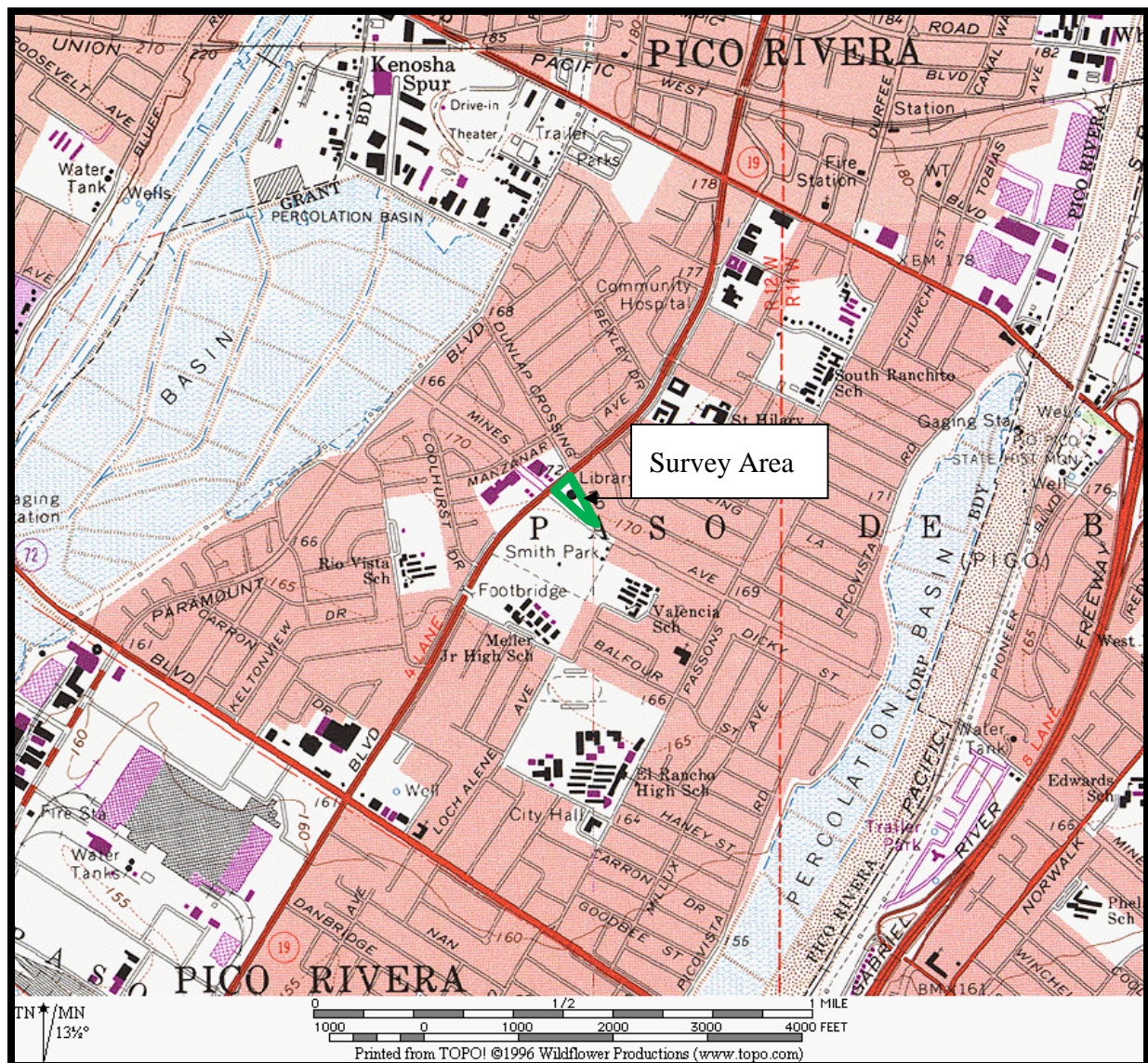
Exhibit 2



Source: Yahoo Inc., 2010

Area of Potential Effect/Survey Area - Aerial View
Pico Rivera Library Project
Pico Rivera, Los Angeles County, California

Exhibit 3



Source: Topo 1996: USGS 7.5' Whittier, 1965, photorevised 1981

Archaeological Survey Area
Pico Rivera Library Project
Pico Rivera, Los Angeles County, California

Exhibit 4

Pico Rivera Library
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Historic, Cultural, and Archaeological Resoures							
In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabrielino representative should monitor any excavation associated with Native American materials.	Field verification during construction	Throughout construction	Periodically during construction	CDC			
Human Remains							
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.	Field verification during construction	Throughout construction	Periodically during construction	CDC			
Nesting Birds							
If the project is constructed during the bird breeding season (February 1 through August 31), a nesting bird pre-construction survey is required to ensure compliance with the Fish and Game Code.	Nesting bird survey if construction begins during bird breeding season	Construction Phase	Periodically	CDC			
Green Building Program							

Key: CDC – Los Angeles County Community Development Commission

Pico Rivera Library
Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.	Verification that project design complies with County Green Building Program	Prior to construction phase	Once	CDC			
<i>Asbestos Abatement</i>							
Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed contractor to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.	Asbestos abatement report prepared and submitted to CDC following abatement	After abatement is completed	Once	CDC			
<i>Lead Based Paint Removal</i>							

Key: CDC – Los Angeles County Community Development Commission

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.	Lead paint abatement report submitted to CDC following abatement	After abatement is completed	Once	CDC			
Additional Modifications							
Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.							

Key: CDC – Los Angeles County Community Development Commission

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

PICO RIVERA LIBRARY PROJECT

**9001 MINES AVE.
PICO RIVERA, CA 90660**

BID NUMBER: CM-11-158

BID DUE DATE: DECEMBER 21, 2011 @ 2:00 PM

**COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ____ day of _____, 2012 by and between the **Community Development Commission** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Commission**", and **PW Construction, Inc.**, hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Commission and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The County of Los Angeles is the Owner of that certain real property, commonly known as the Pico Rivera Library, located at 9001 Mines Ave., Pico Rivera, California 90660, hereinafter referred to as the "Property".
- B. Community Development Commission of The County of Los Angeles is administering construction of the Project as agent of the owner and hereinafter referred to as "Commission".
- C. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- D. Commission desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

PART A Instructions to Bidders and General Conditions
PART B General Requirements and Specifications
PART C Bidder's Documents, Representations, Certifications, Bid and Other Statements of Bidder
DRAWINGS
ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC11-158 for the Commission. All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by CardeTen Architects.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Commission does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within four-hundred sixty (460) calendar days following the required commencement date.
- 3.2 The Contractor and the Commission agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Commission the sum of Twelve Hundred Dollars (\$1200.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Commission. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Commission may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4 CONTRACT SUM

- 4.1 The Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of SEVEN MILLION NINE HUNDRED TWENTY FOUR THOUSAND & NO/100 (\$7,924,000.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the Department of Industrial Relation
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.

- 4.4 The Commission's obligation is payable only and solely from funds appropriated from First Supervisorial District Capital Project funds and City of Pico Rivera funds for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Commission, and after approval by the Construction Management Division, the Commission shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Commission on or before the first working day of the month. Payment shall be subject to all provisions of General Conditions Section #66 of the Instructions to Bidders incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission before the start of construction. The Contractor shall submit to the Commission all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.
- 5.4 In addition to retention and all other applicable withholdings from any pending progress payment, the Contractor and Commission agree, as set forth below in Paragraphs 10.31 through 10.34 "Compliance with County's LEED Certification Requirements", that the Contractor's failure to submit the appropriate LEED certification verification or any subcontractor LEED certification verification within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) cumulative and on a monthly basis until all such documentation is received.

ARTICLE 6

PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Commission shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Commission shall cause the Notice of Completion to be recorded with the County Recorder.

- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Commission pursuant to the General Conditions, Section #69 of the Instruction to Bidders, less any amounts which Commission is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld, pursuant to the General Conditions, Section #66 of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Commission has received the following:
- A. A Certificate of Completion, executed by Commission.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Commission may remove such items, and the Contractor shall pay the Commission for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Commission shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Commission is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Commission of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Commission by Section 57 of the General Conditions of the Instruction to Bidders, the Commission may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.

- 7.3 The Commission shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 57 of the General Conditions of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Commission may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Commission shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the Commission upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.
 - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
 - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
 - E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.6 Termination for Improper Consideration: The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The Commission's Quality Assurance Plan: The Commission or its agent will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or pursue other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order; he/she shall promptly give notice in writing to the Commission of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause,

sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.

- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- 8.4 Anything mentioned in the bid documents relating to LEED requirements shall be adhered to. In the case of any discrepancies, the more stringent requirement shall prevail and the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination and clarification in writing.

ARTICLE 9 CONTRACTOR APPROVAL

- 9.1 Contractor's Adherence to the Child Support Compliance Program
Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.
- 9.2 Contractor's Warranty of Adherence to Commission's Child Support Compliance Program
Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.
- As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 9.3 Termination For Breach of Warranty to Comply with Commission's Child Support Compliance Program
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of Contractor to cure such default

within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage the Commission contractors to voluntarily post the Commission's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Commission:

GENERAL INSURANCE REQUIREMENTS:

- A. Without limiting Contractor's indemnifications of the Commission provided herein, Contractor and/or the entities with which Contractor contracts, shall procure and maintain at their own expense the insurance described in this section for the duration of this Contract, unless otherwise set forth herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the general liability and automobile insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than 40 days following execution of this Contract. Contractor shall deliver satisfactory evidence of issuance of property insurance and worker's compensation insurance described below at such time that such exposures are at risk. Contractor shall deliver satisfactory

evidence of issuance of Professional Liability Coverage once the professionals are hired for the Project or Contractor begins to provide professional services, whichever comes first. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission is to be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by Contractor's subcontractors, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Pico Rivera Library, 9001 Mines Avenue, Pico Rivera, California 90660.

- B. The insurance policies shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor and/or any entities with which Contractor contracts, including, but not limited to any design professionals and subcontractors, to procure or maintain the insurance coverage required herein shall constitute a material breach of this Contract pursuant to which the Commission may, at its sole discretion immediately terminate this Contract and exercise all other rights and remedies set forth herein, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.
- C. When Contractor, or any entity with which Contractor contracts, is naming Commission, the Housing Authority for the County of Los Angeles, or the County of Los Angeles (hereinafter collectively referred to as "Public Agencies") as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in PCS's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.
- D. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:
 - a. Commercial General Liability: Commercial General Liability insurance (written on ISO policy form CG 00 01), including coverage for personal injury, death, property damage and contractual liability, with limits of not less than the following:

General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$10,000,000
Personal and Advertising Injury	\$ 5,000,000
Each Occurrence	\$ 5,000,000

This policy shall also include coverage for explosion, collapse, and underground ("XCU") property damage liability. The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds for contractor's work on such policy. Contractor shall also require that all tiers of its subcontractors provide Commercial General Liability insurance of not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) General Aggregate). Contractor shall further require all tiers of its subcontractors to provide additional insured status in favor of the Contractor and Public Agencies and each of their elected and appointed officers, officials, representatives, employees and agents, on such policy.

b. Professional Liability:

Contractor shall require that the following professional liability insurance coverage language be incorporated in its contract with any design professional with which it contracts for professional services: Design professional shall maintain professional liability insurance, including, but not limited to, coverage for personal injury, property damage and contractual liability, with a combined single limit not less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) General Aggregate). Said insurance shall be maintained by Design Professional for a period of not less than four (4) years after a certificate of occupancy ("COO") has been obtained by Contractor with respect to the Property and Contractor has provided Commission with evidence of such. In the event that Contractor provides any professional services, Contractor shall be required to maintain the professional liability insurance set forth above.

c. Property Insurance: Based upon the specifics of the Project, the Commission has the right to require Contractor to obtain either "Basic Form" or "Special Form" property insurance as follows:

- i. "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage, collapse, earth movement (excluding earthquake), flood (if the property is located in a Special Flood Hazard Area). The amount of the property coverage shall at all times exceed the actual cash value (ACV) of all existing structures, improvements and fixtures on the Property. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.
- ii. "Special Form" property insurance coverage shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property. There shall not be a "co-insurance" clause. If a coinsurance waiver is not commercially available at reasonable rates, the Commission may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

- d. Worker's Compensation: Contractor's employees, if any, shall be covered by Workers' Compensation insurance in an amount and in such form as to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits up to One Million Dollars (\$1,000,000) per accident. Contractor shall require that the identical worker's compensation insurance requirements be incorporated into Contractor's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater.
- e. Automobile Liability: Combined single limit automobile liability insurance (written on ISO form CA 00 01) up to One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or alternatively coverage for "any auto". Contractor shall require that the identical automobile liability insurance requirements be incorporated into Contractor's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Contract or the duration of the construction that is the subject of their contracts with Contractor, whichever is greater. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policies.
- f. Performance Security Requirements: Prior to execution of the Contract, the Contractor shall file surety bonds with the Commission in the amounts and for the purposes noted below, and on bond forms provided by the Commission. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the Commission, and it shall pay all premiums and costs thereof and incidental thereto (see <http://www.fms.treas.gov/c570/>).
- i. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the Commission, and until all claims for materials, labor, and subcontracts are paid.
- ii. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Commission, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one (1) year from the date of acceptance of the Work by the Commission, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Commission to do so, and to the approval of the

Commission. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one (1) year after acceptance of the Work by the Commission.

- iii. Each bond shall be signed by both the Contractor (as Principal) and the surety. Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Commission, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Commission that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Commission.

- g. POLLUTION LIABILITY INSURANCE including coverage for bodily injury, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$ 10,000,000
Completed Operations	\$ 5,000,000
Each Occurrence	\$ 5,000,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

(i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the Work;

(ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the Work, whichever is greater;

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Work;

(iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and

(v) If the Work involves lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

Contractor agrees that it will require that all of the above mentioned insurance requirements in this section 10.4 be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the Work, Project, or property that is the subject of this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

State Prevailing Wage Requirements

This construction project is funded in whole with State funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics. These rates can be obtained on the website at www.dir.ca.gov, or by contacting the Community Development Commission, Construction Management Division, Labor Compliance Unit for prevailing wage rates on file. See Section 31A through 37 in Part A, "Instructions to Bidders and General Conditions for Construction Contract," of this Contract.

Consideration of GAIN/GROW Participants for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Agreement,, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category

10.6 Access and Retention of Records

The Contractor shall provide access to the Commission, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and

transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Commission, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

10.8 Indemnification

- A. In the event that Contractor is not providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission, and their elected and appointed officials, officers, representatives, employees, and agents (hereinafter collectively referred to as "Agents"), from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Agreement, the services, work, and/or materials provided pursuant to this Agreement, the Property, or Project. Contractor shall not be required to indemnify, defend, and hold harmless the Commission and its Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Commission, Commission's agents, servants, or independent contractors who are directly responsible to the Commission. Such indemnification language shall also be incorporated in Contractor's contracts with any subcontractors in favor of the Commission.
- B. In the event that Contractor is providing professional services, Contractor agrees to indemnify, defend and hold harmless the Commission and their Agents from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Such indemnification language, in favor of the Commission, shall also be incorporated in Contractor's contracts with any design professionals in favor of the Commission.
- C. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Agreement. Contractor agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, as applicable to each of them.
- D. The Commission reserves the right, at its sole and absolute discretion, to amend at any time the insurance and indemnity provisions contained herein.
- E. Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

10.10 Assignment By Contractor

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission, or under Commission supervision or control. This Contract is by and between the Contractor and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Commission:

Community Development Commission
Terry Gonzalez, Contracting Officer
Attn: Bill Yee, Manager
4800 E Cesar Chavez Ave.
Los Angeles, CA 90022

Contractor:

PW Construction, Inc.
Jason Bollinger, President
4075 Schaefer Avenue
Chino, CA 91710

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be

construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

10.25 Compliance With Jury Service Program

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Commission's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to

complete the Charitable Contributions Certification as included in Attachment C of the Contract Documents, the Commission/Authority seeks to ensure that all Commission/Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Commission/Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

- 10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program
The Contractor acknowledges that the County of Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.
- 10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program
Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.
- 10.31 Compliance with County's LEED Certification Requirements
The Contractor acknowledges that the Project has been designed to obtain Leadership in Energy and Environmental Design (LEED) Platinum Certification. The Contractor and each of its subcontractors shall comply with all requirements set forth in the Contract Documents per Specification Sections, 01351- LEED Procedure and other sections for LEED requirements specific to the work of each of those sections. These requirements may or may not include reference to LEED. Specifically, Contractor agrees to submit all paperwork and documentation as necessary to obtain this Certification. This includes uploading information to the LEED Online website as required by Section 01351- LEED Procedure, Attachment 1: Contractor's LEED Submittal Timeline at each milestone date. The Contractor and each Subcontractor shall submit a LEED certification verification timeline to the Commission before the start of construction. The Contractor shall submit to the Commission all of its LEED certification verification for each pay period within the timeframe allotted by the project manager. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' LEED certification documentation within this same timeframe as directed by the project manager.
- 10.32 LEED Certification Verification shall consist of a tracking and reporting method prepared by the contractor that clearly outlines the timeline of verification and documentation of all LEED related reconstruction processes and use of complying materials during construction and after completion. The basis of this tracking and reporting method shall be the LEED scorecard and all LEED and Environmental Design Requirements as outlined in Section 01351- LEED Procedure, Attachment 2: LEED Scorecard. This LEED Certification Verification report shall be reviewed on a bi-weekly basis as part of the weekly Owner, Commission, Architect and Contractor construction meeting.

- 10.33 Contractor has obtained, or has on staff as an employee, a qualified LEED Accredited Professional consultant/employee (collectively, "LEED Consultant) who has been approved by the Commission. Contractor shall utilize the services and expertise of said LEED Consultant for the duration of the construction of the Project to assist and advise the Contractor in completing LEED required tasks as set forth in Section 01351- LEED Procedure. Contractor agrees and acknowledges, however, that Contractor is ultimately responsible for compliance with all LEED Certification requirements as set forth above, and in the Contract Documents.
- 10.34 The Contractor and the Commission agree that it is difficult to determine the actual damages to the County and Commission if the Project fails to obtain a LEED Silver Certification as a result of Contractor's or any of its subcontractors' failure to comply with the requirements set forth in the Contract Documents. Therefore, both parties agree that the Contractor's failure to submit the appropriate LEED certification verification or any subcontractor LEED certification verification within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) cumulative and on a monthly basis in addition to retention and all other applicable withholdings from any pending progress payment until all such documentation is received. Ongoing or flagrant failures by the Contractor to submit the required forms, and all appropriate LEED certification verification or the appropriate LEED certification verification of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

CONTRACTOR

PW CONTRACTORS, INC.

License Number: 479948

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

By: _____

JASON BOLLINGER

Title: PRESIDENT

Date: _____

TERRY GONZALEZ

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
JOHN KRATTL,
Acting County Counsel

BUSINESS ADDRESS

4075 SCHAEFER AVENUE

CHINO, CA 91710

By: _____

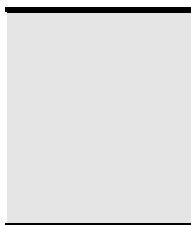
Deputy

Telephone: (909) 590-5700

Fax: (909) 590-3333

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT C

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

ATTACHMENT C



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

YES

NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

Request for taxpayer identification and certification

ATTACHMENT D

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	--------------------------------------------------------------------

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> </div>	or
Employer identification number <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> </div>	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT D

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
 2. The United States or any of its agencies or instrumentalities;
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation;
 7. A foreign central bank of issue;
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

ATTACHMENT D

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT D

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

